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5 Attorneys for Plaintiff

6  
7 UNITED STATES DISTRICT COURT  
8 DISTRICT OF NEVADA  
9

10 ACUITY A MUTUAL INSURANCE  
COMPANY, a Mutual Insurance  
Company,

11 Plaintiff,

12 vs.

13 AAA AIR FILTER CO., INC. a Nevada  
14 Corporation, RAUL ELIJIO GONZALEZ;  
GABRIEL JARAMILLO, DOES 1 through  
15 10, inclusive; and ROE BUSINESS  
ENTITIES I through X, inclusive,

16 Defendants.  
17

CASE NO: 2:24-cv-00758-JAD-EJY

**Order Directing the Clerk of Court to  
Enter Stipulated Judgment and Close  
this Case**

ECF Nos. 29, 30

18 Plaintiff Acuity, a Mutual Insurance Company, and Defendant AAA Air Filter,  
19 having entered into Stipulated Findings of Fact, Stipulated Conclusions of Law and  
20 Stipulation for Judgment, the terms and conditions which are incorporated herein and

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STIPULATED JUDGMENT

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copy is attached hereto as Exhibit A and do hereby submit to the Court the following

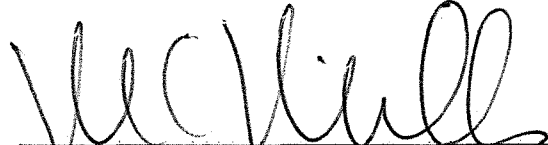
Stipulated Judgment:

Dated this 9<sup>th</sup> day of Oct., 2024

Dated this 9<sup>th</sup> day of Oct., 2024

HUTCHISON & STEFFEN

BAUMAN LOEWE WITT & MAXWELL



RICHARD L. WADE, ESQ.  
Nevada Bar No. 11879  
MATTHEW S. MCLAUGHLIN, ESQ.  
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Attorneys for Defendant  
AAA Air Filter Co., Inc.

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Las Vegas, Nevada 89128  
Attorneys for Plaintiff Acuity A Mutual  
Insurance Company

#### STIPULATED JUDGMENT

WHEREFORE, by reason of the law and premises aforesaid.

IT IS HEREBY ORDERED, ADJUGED AND DECREED THAT:

1. Plaintiff Acuity, a Mutual Insurance Company owes no duty to defend Defendants AAA Air Filter Company Inc., Raul Elijo Gonzalez, or Gabriel Jaramillo or any one of them in the case of Karina Tinta-Ochoa individually, as legal heir and as Special Administratrix of the Estate of Francisco Romero-Padilla Deceased,; Klarissa Nicole Romero-Tinta, a minor and legal heir by and through her natural parent and guardian, Karina Tinta-Ochoa, Plaintiffs v. Raul Elijo Gonzalez; Gabriel Jaramillo; AAA Air Filter Co, Inc. Defendants, Eighth Judicial District Court, Case. No. A-24-885990-C involving the loss of June 13, 2023 as described in the Amended Complaint filed in that action.
2. Plaintiff Acuity, a Mutual Insurance Company owes no duty to indemnify Defendants AAA Air Filter Company Inc., Raul Elijo Gonzalez, or Gabriel Jaramillo or any one of them for any judgment, order or award that may issue in the case of Karina Tinta-Ochoa individually, as legal heir and as Special

STIPULATED JUDGMENT

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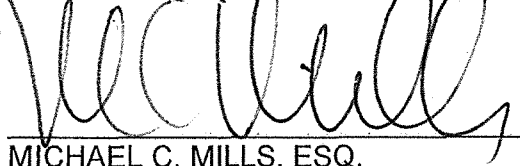
1 Administratrix of the Estate of Francisco Romero-Padilla Deceased.; Klarissa  
2 Nicole Romero-Tinta, a minor and legal heir by and through her natural parent  
3 and guardian, Karina Tinta-Ochoa, Plaintiffs v. Raul Eljio Gonzalez; Gabriel  
4 Jaramillo; AAA Air Filter Co, Inc. Defendants, Eighth Judicial District Court,  
5 Case. No. A-24-885990-C involving the loss of June 13, 2023 as described in  
6 the Amended Complaint filed in that action..

7 3. That each party shall bear their own attorneys fees and costs.

8  
9 Based on the parties' stipulations [ECF Nos. 29, 30] and good  
10 cause appearing, IT IS HEREBY ORDERED that **the Clerk of Court**  
11 **is directed to ENTER this JUDGMENT** in favor of the plaintiff and  
12 against the defendants as stated herein **and CLOSE THIS CASE.**

13 Respectfully Submitted by:

14 BAUMAN LOEWE WITT & MAXWELL

15 

17 MICHAEL C. MILLS, ESQ.  
18 Nevada Bar No. 003534  
19 7251 W. Lake Mead Blvd., Ste. 300 #359  
20 Las Vegas, Nevada 89128  
21 Attorneys for Plaintiff Acuity  
22 A Mutual Insurance Company  
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U.S. District Judge Jennifer A. Dorsey

Dated: October 11, 2024

**EXHIBIT A**

MICHAEL C. MILLS, ESQ.  
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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

ACUITY A MUTUAL INSURANCE  
COMPANY, a Mutual Insurance  
Company,

Plaintiff,

vs.

AAA AIR FILTER CO., INC. a Nevada  
Corporation, RAUL ELIJIO GONZALEZ;  
GABRIEL JARAMILLO, DOES 1 through  
10, inclusive; and ROE BUSINESS  
ENTITIES I through X, inclusive,

Defendants.

CASE NO: 2:24-cv-00758-JAD-EJY

**STIPULATED FINDINGS OF FACT,  
CONCLUSIONS OF LAW AND  
STIPULATION FOR JUDGMENT**

COME NOW Plaintiff Acuity, A Mutual Insurance Company, (hereinafter "Acuity"),  
by and through its counsel of record, Michael C. Mills, Esq. of the law firm of Bauman  
Loewe Witt & Maxwell, and Defendant AAA Air Filter Co., Inc. by and through its  
counsel Mathew S. McLaughlin, Esq. of the law firm of Hutchison & Steffen and hereby  
enter into these Stipulated Findings of Facts, Conclusions of Law and Stipulation for  
Judgment. This Stipulation is based upon agreed upon facts of the parties and the  
documents attached as Exhibits.

**STIPULATED FINDINGS OF FACT**

1. Plaintiff Acuity is a mutual insurance company which is organized under the  
laws of the State of Wisconsin and is authorized to operate in the State of Nevada.

STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW AND STIPULATION FOR JUDGMENT

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1           2. Defendant AAA Air Filter Co., Inc. is a Nevada Corporation, authorized to  
2 operate in the State of Nevada.

3           3. Defendants Gonzalez and Jaramillo were properly served with the subject  
4 action and they are currently in default as a result of their failure to answer the subject  
5 Complaint for Declaratory Relief.

6           4. On February 1, 2024 , Karina Tinta, the Estate of Franciso Romero-Padilla,  
7 Klarissa Nicole Romero-Tinta (a minor) brought a wrongful death action against the  
8 Defendants alleging the Defendants Gonzalez and Jaramillo negligently caused a motor  
9 vehicle accident which resulted in the death of Franciso Romero-Padilla in the Eighth  
10 Judicial District Court, Clark County, Nevada, Case No. A-24-885900-C. (Hereafter the  
11 "underlying amended complaint").

12           5. The Underlying Amended Complaint alleges that on June 13, 2023 the  
13 Defendants Gonzalez and Jaramillo were operating a AAA Air Filter Co., Inc. vehicle  
14 that had allegedly been negligently entrusted to Defendants Gonzalez and Jaramillo  
15 and that they were allegedly acting in the course and scope of their employment for  
16 Defendant AAA Air Filter Co., Inc. when the crash occurred. The underlying amended  
17 complaint alleges that AAA Air Filter Co., Inc. is independently and vicariously liable for  
18 the alleged negligence of Gonzalez and Jaramillo. AAA Air Filter Co., Inc. denies the  
19 allegations as to itself.

20           6. On June 13, 2023, AAA Air Filter Co., Inc. in addition to having a  
21 Commercial Auto Policy issued by Progressive Commercial Policy No. 03897844-1,  
22 also had a Commercial General Liability (Bis-Pak) Policy and a Commercial Excess  
23 Liability policy issued by Plaintiff Acuity under policy number ZA7788. The Bis-Pak  
24 policy provided \$1,000,000 Liability and Medical Expense Coverage (Each Occurrence)  
25 limit. The Commercial Excess Liability policy provided \$5,000,000 (Each Occurrence)  
26 limit.

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STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW AND STIPULATION FOR JUDGMENT

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1           7. The Acuity Biz-Pak policy excludes certain damages including but not  
2 limited to damages for bodily injury arising out of the ownership, maintenance, use or  
3 entrustment to others of any automobile.

4           8. The Acuity Commercial Excess Liability policy would pay excess damages  
5 up to the excess policy limits but only in circumstances where the excess liability arises  
6 above a scheduled "underlying insurance" policy and is not excluded by the underlying  
7 insurance.

8           9. The Progressive Commercial Auto Policy is not included on the Excess  
9 Policy's schedule of underlying insurance.

10          10. Although Acuity Biz-Pak policy is on the Excess policy's schedule of  
11 underlying insurance, the Acuity Biz-Pak policy excludes coverage for damages arising  
12 from the use of automobiles.

13          11. There are no other applicable underlying insurance policies.

14                                   **STIPULATED CONCLUSIONS OF LAW**

15          12. The Auto Exclusion included in the Acuity Biz-Pak liability policy effectively  
16 excludes coverage for all damages arising from the loss of June 13, 2023 as described  
17 in the underlying amended complaint.

18          13. The Acuity Biz-Pak liability policy is included on the Schedule of Underlying  
19 Insurance found in the Acuity Commercial Excess Liability policy. However, effective  
20 auto exclusion precludes Excess Liability Coverage arising through the Acuity Biz-Pak  
21 Liability policy.

22          14. The Progressive Commercial Auto Policy provides liability coverage for the  
23 loss of June 13, 2023 described in the underlying amended complaint.

24          15. However, the Progressive Commercial Auto policy is not listed on the  
25 Schedule of Underlying Insurance found in the Acuity Commercial Excess Liability  
26 policy. Therefore, because the Progressive Commercial Auto Policy does not qualify as  
27 scheduled underlying insurance, there is no coverage available to the Defendant on  
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STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW AND STIPULATION FOR JUDGMENT

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1 Acuity's Commercial Excess Liability Coverage which arise from the loss of June 13,  
2 2023 as described in the underlying amended complaint.

3 16. Thus Acuity owes no duty to indemnify Gonzalez, Jaramillo or AAA Air Filter  
4 Company, Inc. for any damages arising from the loss of June 13, 2023 as described in  
5 the underlying amended complaint or any other claim related to that loss.

6 17. Furthermore, Acuity owes no duty to defend Gonzalez, Jaramillo or AAA Air  
7 Filter Company, Inc. against the allegations arising from the loss of June 13, 2023 as  
8 described in the underlying amended complaint or any other pleading related to that  
9 loss.

#### 10 STIPULATION FOR JUDGMENT

11 18. The parties stipulate that as part of this arrangement that they will submit to  
12 the Court a proposed judgment in favor of Plaintiff and against Defendant regarding the  
13 coverage issues described above and that each party to the judgment will bear its own  
14 fees and costs and no award of fees and costs will be included in the judgment.

15 19. A proposed Stipulated Judgment is attached as Exhibit 1.

16 20. The parties request that this Honorable Court sign and file the attached  
17 proposed Stipulated Judgment and close this action to further litigation.

18 Dated this 7<sup>th</sup> day of Oct., 2024

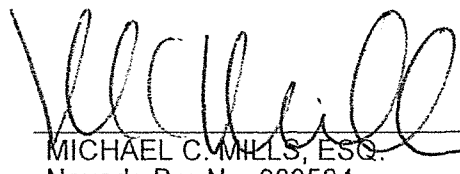
Dated this 9<sup>th</sup> day of Oct., 2024

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20  
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22 Richard L. Wade, Esq.  
23 Nevada Bar No. 11879  
24 Matthew S. McLaughlin, Esq.  
25 Nevada Bar No. 16110  
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STIPULATED FINDINGS OF FACT, CONCLUSIONS OF LAW AND STIPULATION FOR JUDGMENT

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